

any charge growing out of the debt hereby secured, or in any suit which the holder of said note or the trustees may, in its or their opinion, be obliged to defend in order to protect the unimpaired priority of this Deed of Trust, the Borrower agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such collection, action, proceeding, or suit, and also the reasonable cost of extending the title evidence, together with interest at the legal rate, which sums shall be secured hereby.

15. The Borrower shall furnish to the holder of said note, at such times and in such form as may be requested, an itemized statement in writing setting forth in detail all income received from the described premises, as well as all expenses and expenditures made in connection therewith.

16. Any failure by the holder of said note to exercise any of its rights hereunder shall not constitute or be construed as a waiver of any such right at any future time.

17. Any sale under this Deed of Trust shall also constitute a sale under any and all security instruments in favor of said noteholder on the security property and both the real property and the personal property encumbered and covered by this Deed of Trust and said security instruments shall be sold by the trustees as a unit, and the holder of said note may bid and become the purchaser at any such sale.

18. The Borrower hereby covenants that it is seized of the land, premises and property, in fee simple, and has the right to convey the same in fee simple and that the same are free and clear of all liens, claims, and encumbrances except easements, covenants and conditions of record which have been approved by the holder of the note secured hereby, and the Borrower does hereby covenant to warrant and forever defend all and singular the said land, premises and property unto the trustees against the claims of all persons whosoever, and further covenants that it will execute such further assurances of said land, premises and property as may be requisite or necessary for vesting title in the said trustees, for the uses and purposes and upon the trusts hereinbefore declared.

19. The Borrower hereby empowers the trustees hereunder to sell the said land, premises and property upon any default under the terms, provisions or conditions of this Deed of Trust or the note secured hereby and upon request made by the said noteholder.

20. The noteholder shall have the power, to be exercised any time hereinafter, to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them, by an instrument in writing duly executed, acknowledged and recorded among the Land Records of the County where the herein described property is located. When such instrument is recorded, all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust. The exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said right.